



September 19, 2016

Yellowstone County
Board of Park Commissioners
Attn: Cal Cumin
PO Box 35, 000
Billings, MT 59107

Dear Mr. Cumin:

Enclosed are two original copies of the Lease Agreement for the Lockwood Little League Park between the Montana Department of Environmental Quality (DEQ) and the Yellowstone County Board of Park Commissioners.

This agreement includes the change in payment schedule discussed and agreed to during our phone conversation on September 19, 2016. Thank you for working with me to finalize this agreement. Please send one of the fully executed original agreements to my attention at:

Department of Environmental Quality
Financial Services Bureau
P.O. Box 200901
Helena, MT 59620-0901

If you have questions or concerns, please feel free to contact me (406-444-3101 | vwoodrow@mt.gov).

Sincerely,

A handwritten signature in black ink, reading "Vicki J. Woodrow". The signature is written in a cursive style with a large, prominent "V" and "W".

Vicki J. Woodrow
Contract Officer
Department of Environmental Quality

Enclosures: Lease Agreement (2)

cc: Doug Kuenzli, AE&M, AMB
Contract File

LEASE AGREEMENT

Lease made this 1st day of September 2016 between YELLOWSTONE COUNTY, MONTANA, a political subdivision of the State of Montana, herein referred to as "Lessor," and the Air Quality Bureau, Montana Department of Environmental Quality here in after referred to as "Lessee":

R-E-C-I-T-A-L-S

1. Lessor is the sole owner of the premises described below, and desires to lease the premises to suitable lessee.
2. The parties desire to enter a lease agreement defining their rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained herein, the parties agree as follows:

SECTION ONE SUBJECT AND PURPOSE

Lessor to lease the former air quality testing site in Lockwood Little League Park located southeast of and adjacent to Old Hardin Road and west of and adjacent to Woodland Avenue in Billings, Yellowstone County, Montana for Lessee's use as an air quality monitor site. Lessee activity shall not interfere with any function or activity of the baseball complex.

Lessee must obtain written approval from Lessor prior to changing the use described herein; such written approval then amends and becomes part of this Agreement.

SECTION TWO TERM AND LEASE AMOUNT

Lessor demises the above premises until August 31, 2017, after which all non-improvements to the land must be removed. The rental of two hundred and fifty dollars (\$250.00) is payable within five (5) days of execution of the contract. Lease payment shall be made to the Yellowstone County Treasurer and be sent to the County Park Board, P. O. Box 35,000, Billings, MT 59107.

SECTION THREE
ADDITIONS AND IMPROVEMENTS

The Lessee will be responsible for leasehold area and, at own expense, other responsibilities include no garbage or inoperable equipment may be stored on-site.

Access to the subject site shall be provided to Yellowstone County or its representatives at any time for inspection.

SECTION FOUR
UNLAWFUL ACTIVITY

Lessee shall neither use nor allow the property to be used for any unlawful activity.

SECTION FIVE
ASSIGNMENT OR SUBLEASE PROHIBITED

Lessee shall not assign the lease or sublet any portion of this property.

SECTION SIX
DAMAGES OR INJURIES

Lessee shall hold Lessor harmless for all damages or injuries which it or its agents may incur through use of this property. Proof of one hundred thousand dollar (\$100,000) per claim liability insurance must be provided prior to approval of this Agreement.

SECTION SEVEN
TERMINATION

The Lessor and Lessee may unilaterally terminate this upon thirty (30) days written notice to the Lessor or Lessee at the addresses listed herein. No return of lease funds shall occur.

Lessee can renew the lease at its termination date upon provision of the lease payment and proof of insurance to the Lessor. After five years this Lease shall become null and void unless renegotiated in writing by the parties hereto. If another party wishes to lease the park land, such party will be allowed to bid for the lease at its termination, at which time the existing lessee is allowed to match the new bid. A competing bid must be at least one hundred dollars (\$100.00) higher than the existing lease.

IN WITNESS WHEREOF, the parties have executed this lease at Billings, Montana, the day and year first above written.

LESSOR: 

YELLOWSTONE COUNTY, MONTANA

by its Board of Park Commissioners


LESSEE:

09/19/16
Vicki J. Woodrow
Contracts Officer

ATTEST:
